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Fractional Trading Agreement

Contents

1 Introduction

1.1 BROKR may agree to enter into transactions and hold certain financial instruments ("Eligible Instruments") in a way that allows the Client (the "Client" or "You") to invest in fractions of such Eligible Instruments. In such case, BROKR holds Eligible Instruments in a fiduciary capacity and grants the Client a fiduciary interest (an "Interest") on the relevant Eligible Instruments under the terms and conditions of this Fractional Trading Agreement (the "Agreement").

1.2 Trading and holding Interests differ from trading Eligible Instruments directly in several ways and are also subject to significant limitations not present when trading Eligible Instruments. Prior to acquiring any Interest, it is strongly recommended that You thoroughly review this Agreement, the corresponding risk disclosure, and BROKR's Best Execution Policy.

1.3 Capitalized Terms in this Agreement that are not explicitly defined elsewhere shall be interpreted in accordance with the definitions provided in the Client Agreement and applicable Investment Services Terms and Conditions. These definitions apply in conjunction with any other agreements You have entered into with BROKR. In the event of any inconsistencies between this Agreement and any other agreement, this Agreement shall take precedence.

2 Scope

2.1 This Agreement applies to all financial instruments that may be bought or sold using BROKR's services if such financial instruments are flagged as available Eligible Instruments for fractional trading (or similar wording to this effect).

2.2 Unless otherwise indicated, when You trade financial instruments with BROKR in terms of this Agreement, You will trade an Interest, even if You acquire or sell an Interest on a whole number of the relevant Eligible Instrument. In addition, any booking of Eligible Instruments on Your account will be a booking of Interests, even if the relevant booking refers to the Eligible Instruments. In other words, if You wish to trade one fractional share through BROKR, You will acquire an Interest on that share, under the terms and conditions of this Agreement.

2.3 BROKR reserves the right to determine the classification of financial instruments as Eligible Instruments at its sole discretion and, at any point, may decide to reclassify certain instruments as non-Eligible Instruments. Consequently, BROKR may discontinue the service of holding such instruments for the Client's account on a fiduciary basis in accordance with this Agreement. If such a decision is made, BROKR will request You to divest Your corresponding Interests in such reclassified Eligible Instruments as per the terms of this Agreement. Additionally, BROKR may, at its sole discretion, propose transferring full units of previously held Eligible Instruments or suggest an alternative arrangement for holding Eligible Instruments on the Client's behalf. BROKR may establish deadlines for the Client's compliance with any actions outlined in this regard. If the specified actions are not completed within the stipulated timeframe, BROKR retains the right to discontinue the service of holding the relevant Eligible Instruments for the Client's account on a fiduciary basis. In such a scenario, BROKR may divest these Eligible Instruments at its sole discretion, provided that BROKR notifies the Client. The transaction will be executed at the prevailing trade price at the time of notification.

3 Instructions

3.1 When You place a "buy" order for an Interest, You authorize BROKR to acquire (if not already held) and hold, on Your behalf, one or more Eligible Instruments specified in the order. When You place a "sell" order, You instruct BROKR to discontinue holding the relevant Eligible Instruments for Your account.

3.2 BROKR may establish various limits and parameters regarding the types or characteristics of orders that You can submit. For instance, BROKR may set minimum or maximum investment amounts and decide to accept specific order types, such as market orders, while excluding limit orders and others.

3.3 BROKR retains the right to decline any instruction You submit, including requests for modifications or cancellations of previously submitted instructions. BROKR might, for example, decline to execute instructions if the investment amount or the Interest purchase falls below or exceeds certain thresholds that BROKR defines. BROKR may also refuse to execute the Client's instructions if, in BROKR's judgment, it is reasonable to do so or necessary for BROKR's own protection. If BROKR finds any instructions to be unclear or conflicting, BROKR may choose to refrain from acting on them until the ambiguity or conflict is resolved to BROKR's satisfaction. Additionally, BROKR may refuse to act on instructions that BROKR believes contravene applicable laws, regulations, or other relevant requirements. BROKR is under no obligation to disclose the reasons for refusing to process or cancel an instruction.

3.4 Furthermore, BROKR's services under this Agreement are provided under the condition that they will be used in a fair manner. The use of strategies aimed at exploiting the unique aspects of BROKR's order execution process, including arbitrage strategies based on price disparities between trading Interests and third-party brokerage services, is strictly prohibited. BROKR has the right to reject any instruction that BROKR deems to be in violation of this provision and retain the right to pursue any other remedies outlined in this Agreement and other agreements the Client has entered into with BROKR.

4 Acquisition and Disposal of Interests

4.1 Once BROKR has assessed that Your "buy" or "sell" order complies with the terms and conditions outlined in this Agreement and is in alignment with any other applicable agreement between the Client and BROKR, BROKR will proceed to accept the order and subsequently execute it. This execution will involve the following actions within account:

a. (if applicable) Converting the amount intended for investment into a whole number and/or a percentage (or fractions) of Eligible Instruments, rounded down to eight decimal places;
b. Crediting or debiting an Interest corresponding to the Client's investment; and
c. Debiting or crediting a cash amount corresponding to the total Trade Price (as defined below).

4.2 It's important to note that the completion of these steps may require some time, and BROKR cannot guarantee that a specific order will be executed within a predefined timeframe.

4.3 If You submit an order outside of the market hours for the relevant Eligible Instrument, BROKR will accept it and execute it (provided the order can be accepted and executed) when the relevant market opens again.

4.4 When processing a "buy" order, BROKR will assess whether BROKR currently possesses an adequate quantity of corresponding Eligible Instruments at the time of execution. If BROKR does not hold a sufficient quantity of corresponding Eligible Instruments, BROKR will acquire them. When handling a "sell" order, BROKR will either execute the sale of the relevant Eligible Instruments or continue to retain them, either for other clients or for BROKR's own account.

4.5 Within one Trading Day from the point at which Your account has been credited and debited as per Section 4.1, BROKR will make a determination regarding the acquisition or sale of Eligible Instruments (if applicable). Subsequently, BROKR will use BROKR's best efforts to engage in a legally binding agreement for the purchase or sale of the pertinent Eligible Instruments (in the event that BROKR has opted to buy or sell such Eligible Instruments). BROKR will then endeavor to ensure that the transaction is finalized (referred to as "Settlement"). Typically, Settlement occurs within a period of one to three Trading Days after BROKR has entered into a binding agreement for the purchase or sale of Eligible Instruments. As a result, unless otherwise specified, the credits and debits associated with Interests and the corresponding cash amounts (aggregate Trade Prices) are considered provisional until the actual Settlement. BROKR's obligations concerning the relevant Interests or funds are contingent upon the completion of Settlement. Upon request, BROKR will inform You if such a transaction is in progress and whether the

Settlement has occurred. For the purposes of this Agreement, a "Trading Day" is defined as in the Client Agreement.

4.6 The price at which Your order is executed (the "Trade Price") is determined based on the market price of a whole unit of the relevant Eligible Instrument at the time of execution. This determination is made in accordance with BROKR's Best Execution Policy. The Trade Price is presented in the order confirmation upon the execution of Your order. Please note that the Trade Price may be rounded down to the nearest cent.

4.7 When BROKR executes an order in compliance with this Agreement, the Trade Price is established by assessing market and product data at the time of execution. As outlined, during the execution of Your order (when the confirmation message appears), it's possible that BROKR may not currently possess the relevant Eligible Instruments or it may not have sold them. Therefore, BROKR may need to acquire or sell these Eligible Instruments on the market. Consequently, You assume the risk that the price at which BROKR acquires or sells Eligible Instruments may be less favorable than the Trade Price.

5 Custody

5.1 BROKR retains Eligible Instruments on which You have an Interest in BROKR's name, but in a fiduciary capacity. This is done for Your account and in proportion to Your Interest. BROKR manages and oversees these Eligible Instruments with the same level of care and diligence that BROKR applies to BROKR's own assets.

5.2 In cases where You hold an Interest in a portion of an Eligible Instrument, BROKR may also hold the corresponding Eligible Instrument for BROKR's own account and/or for the accounts of other clients.

5.3 Eligible Instruments may be held in collective safekeeping accounts or other forms of collective custody, where assets from multiple clients of BROKR (individuals or entities) are held together. When relying on a (sub-)custodian, BROKR does not commit to depositing Eligible Instruments in segregated accounts or taking any measures to segregate them from the assets of third parties. As a result, Eligible Instruments on which You have an Interest may be placed in omnibus accounts, where (a) Eligible Instruments held for several of BROKR's clients are commingled, and (b) the assets of several clients of the sub-custodian are commingled with those BROKR holds through the relevant sub-custodian.

6 Voting rights and other rights attached to Eligible Instruments

6.1 Unless BROKR indicates otherwise, as a holder of Interests, BROKR will not register You as the registered holder of the Eligible Instruments nor take any action to allow You to exercise voting rights or similar rights that holders of Eligible Instruments may have. If BROKR deems it necessary, desirable or practical, BROKR may however take steps to register Your holdings with the issuer of the Eligible Instruments. If BROKR does so, You authorize BROKR to make the relevant registration either in Your name or in BROKR's name (in BROKR's capacity as fiduciary). You acknowledge that registration in BROKR's name may be disadvantageous for You, as it may prevent Your investment from being considered separately from that of other investors BROKR is acting for. You confirm that you have read and understood the Risk Disclosure document.

6.2 You agree that BROKR will not take any action to enforce any right or claim BROKR may have as holder of Eligible Instruments. BROKR may for example not take part in class actions introduced in connection with Eligible Instruments and will not be bound by instructions You may submit in this respect. If You hold an Interest representing one or several full units of an Eligible Instrument and BROKR is entitled to a right or claim, BROKR may (at BROKR's sole discretion) assign such claim to You, and You hereby agree to this assignment and undertake to perform any action needed to give effect to this assignment. You confirm that you have read and understood the Risk Disclosure document.

7 Corporate actions affecting the Eligible Instruments

7.1 Eligible Instruments may be subject to a number of corporate actions, including the payment of dividends and coupons, mergers, splits and reverse splits, as well as other similar operations. As You do not hold the Eligible Instruments directly, issuers of Eligible Instruments may consider that You do not have any direct claims against them in relation to corporate actions. You confirm that you have read and understood the Risk Disclosure document.

7.2 In accordance with the terms of the Client Agreement and applicable Investment Services Terms and Conditions, BROKR provides limited support in relation to corporate actions. These limitations also apply in the context of this Agreement. You should carefully consider the limitations of BROKR's services as set forth in the Client Agreement and applicable Investment Services Terms and Conditions and the additional limitations set forth in this Agreement. In particular, as a general rule, if the issuer of Eligible Instruments is subject to a corporate action, BROKR will be entitled not to participate in the corporate action if it requires BROKR to perform any action, even if this proves detrimental to You. BROKR will also be entitled not to accept any instruction

You may submit in respect of such a corporate action. You confirm that you have read and understood the Risk Disclosure document.

7.3 If BROKR receives dividends or other cash distributions in connection with Eligible Instruments on which You hold Interests, BROKR will pass on the cash amounts BROKR receives in proportion of Your Interests, provided however that:

a. BROKR has no obligation to take any action to facilitate the receipt by BROKR of dividends or other cash distributions, and BROKR is in particular under no obligation to make any request to obtain payment when it would be due under the terms of the relevant Eligible Instruments;
b. to be entitled to receive such payments, You must hold the Interests at all times from the record date set for this purpose by the issuer of the Eligible Instruments for the cash distribution until the date on which BROKR receives the cash distribution from the issuer;
c. BROKR may convert any amount BROKR receives into Euro before passing it on;
d. BROKR may round down to the nearest cent the amount to be paid to You;
e. You are not entitled to any payment if the amount of such payment would be less than one cent of a Euro (or equivalent); and
f. BROKR may make deductions on any amount BROKR receives or pay to You to account for taxes BROKR may be required to withhold.
g. You confirm that you have read and understood the Risk Disclosure document.

7.4 If BROKR receives any financial instrument or security further to any corporate action (each a "New Instrument'), e.g. shares of the absorbing company in the event of a merger involving the issuer of Eligible Instruments, BROKR may, but is under no obligation to, create Interests on such New Instruments. If BROKR decides to create Interests on New Instruments, BROKR will credit one such Interest on Your account and this Interest (as well as BROKR's holding of the New Instruments) will be subject to this Agreement. If BROKR decides not to create Interests on New Instruments, BROKR will proceed in a manner BROKR deems appropriate in light of the circumstances and may, in particular:

i. use BROKR's best efforts to sell New Instruments and pass on the cash proceeds of such sale to You, in proportion of Your Interest; and

ii. credit full units of the New Instruments on Your account.

7.5 Notwithstanding the above, You acknowledge that BROKR remains entitled not to accept the New Instrument for any reason whatsoever, i.e. that BROKR may decline to receive them although BROKR would be entitled to receive them. In such a case, You will not be able to derive any benefit from the New Instrument. Further, if the New Instruments are not admitted to trading on the same market as the Eligible Instruments, You hereby forfeit any right to or benefit on the New Instruments and You instruct BROKR to dispose of the New Instruments as BROKR wishes. You confirm that you have read and understood the Risk Disclosure document.

7.6 If BROKR receives pre-emptive rights or similar rights to subscribe to new Eligible Instruments ("Rights"), BROKR may treat such Rights as New Instruments in accordance with Section 7.4 (and may e.g. decide to sell such Rights, if BROKR is able to, and pass on the cash proceeds of such sale). BROKR is however also entitled not to treat those Rights as New Instruments, and will in such a case let the Rights lapse without exercising them and without consulting You in advance. You confirm that you have read and understood the Risk Disclosure document.

7.7 When processing corporate actions, BROKR may decide to treat differently Interests representing only a fraction of an Eligible Instrument as opposed to those representing a full unit of relevant Eligible Instruments. You confirm that you have read and understood the Risk Disclosure document.

8 No transfers

8.1 Unless BROKR indicates otherwise, the Interests cannot be transferred and can therefore be held only on the account through which You acquired those Interests.

8.2 In particular, You are not entitled to withdraw or transfer Your Interests to an account with a third party. If You hold Interests representing full units of Eligible Instruments, upon Your request, BROKR may nonetheless agree (but are not obliged to) terminate BROKR's relationship with You with respect to such Interests and transfer – at Your costs and risks – the relevant Eligible Instruments to an account held with a third party financial institution. BROKR may set forth conditions for this transfer, including that the account with a third party bank be held in Your name and be located in a country that is a member of the European Economic Area. You will in no event be able to transfer Interests on less than a full unit of an Eligible Instrument to an account with a third party financial institution.

8.3 You are not entitled to obtain the printing and delivery of certificates representing Interests.

9 Compliance with law and market rules

9.1 You represent (and shall be deemed to repeat this representation each time You submit an instruction to us) that:

a. You are familiar with applicable laws, regulations and market rules that apply to Eligible Instruments, Fractional Shares and Fractional Interests, including rules that prohibit market abuses;

b. You are not violating any applicable law, regulation, agreement, intellectual property or other third party right, and are also not causing damages to a third party;

c. You are not acting in any manner that could interfere with, disrupt, negatively affect or inhibit the ability of BROKR's other clients to use their accounts as intended, or that could damage, disable, overburden or impair the functioning of BROKR's systems;

d. You are not using any robot, spider, crawler, scraper or other automated means or interface not provided by BROKR to submit orders to BROKR or perform other actions, or to extract data; and

e. You are not using automated, algorithmic, or any other similar system to solicit prices, give orders or carry out transactions.

9.2 BROKR may refuse to perform any action BROKR would otherwise be required to perform under this Agreement if BROKR has reasons to believe that You are in breach of any of the above representations.

10 Reporting and statements

10.1 You are solely responsible for assessing whether You have any reporting or disclosure obligation in connection with the Interests You hold. BROKR will not monitor Your Interests for possible reporting or disclosure duties and will not perform any reporting or disclosure on Your behalf.

10.2 BROKR is entitled to refuse any instruction from You if BROKR believes that, by executing this instruction, BROKR may have a reporting or disclosure obligation and complying with this reporting or disclosure obligation could be damageable or cause disadvantages to You or to BROKR.

10.3 BROKR will provide You with an annual statement of the Interests You hold, indicating their valuation.

11 Liability

11.1 You agree and undertake to indemnify and hold BROKR harmless from and against any liability, damage, losses, costs or expenses (including reasonable attorneys' fees) which may be incurred or suffered by BROKR as a result of any action performed by BROKR within the framework of this Agreement, in particular as a consequence of:

a. any action You have taken before the Settlement of a transaction on Eligible Instruments;

b. breach of the representations set forth in Section 9;

c. Your failure to satisfy any reporting or disclosure obligation; and

d. Your negligence, fraud or willful misconduct.

11.2 The regulatory treatment of Fractional shares, and accordingly of the Interests You hold, is evolving. BROKR does not provide any guarantee in this respect and is not responsible for how regulatory authorities may choose to consider and categorize Fractional shares, and accordingly of the Interests You hold, and for the impact such could have on holders of Fractional shares through BROKR.

12 Taxation

12.1 The tax treatment of Interests may be complex. BROKR has not obtained rulings or confirmations from tax authorities regarding the way the Interests You hold will be taxed, and in particular to what extent You may be entitled to claim refunds for any withholding or similar tax. You are solely responsible for assessing the tax consequences of holding Interests.

12.2 BROKR will not take any measure to claim refunds for taxes on Your behalf and BROKR is under no obligation to provide any support or guidance in this respect.

13 Fees

13.1 BROKR's services to You under this Agreement are subject to fees as set forth in the Client Agreement and applicable Investment Services Terms and Conditions.

13.2 BROKR reserves the right to amend the fee schedule at any time.

14 Amendments and termination

14.1 Unless otherwise indicated in this Agreement, BROKR may amend this Agreement in accordance with the Client Agreement and applicable Investment Services Terms and Conditions.

14.2 This Agreement may be terminated in accordance with the Client Agreement and applicable Investment Services Terms and Conditions. Upon termination of this Agreement, You will be required to dispose of Your Interests in accordance with this Agreement. BROKR may also (at BROKR's sole discretion) offer You to transfer full units of Eligible Instruments BROKR previously held for Your account, in accordance with Section 8 above. BROKR may set deadlines for You to take action in accordance with this Section. If You do not perform the relevant action within the prescribed deadline, BROKR is entitled to cease holding the relevant Eligible Instruments for Your account and may dispose of such Eligible Instruments as BROKR deems fit, against payment of the Trade Price that prevails when BROKR notifies You that BROKR ceases holding the relevant Eligible Instruments for Your account.

15 Applicable law and jurisdiction

15.1 This Agreement is exclusively governed by Maltese law. The place of performance and exclusive place of jurisdiction for any and all disputes in connection with this Agreement is Valetta, Malta. However, BROKR reserves the right to take legal action against You in the courts of competent jurisdiction of Your place of residence or any other competent authority, Maltese law remaining exclusively applicable.